such authority may be inferred from the conduct of the directors or their knowledge of the facts and failure to object. 2 THOMP., CORP. (Ed. 2) 1576; 3 CLARK & MARSHALL, CORP., § 700; *Barber* v. *Stromberg Co.*, 81 Neb. 517, 116 N. W. 157; *Lowe* v. *Ring*, 115 Wis. 575, 92 N. W. 238. The corporation was held bound where it had been the custom of the general manager to execute notes with the knowledge of the officers and stockholders, and payments had been made by the corporation. *Cadillac State Bank* v. *Cadillac & Co.*, 129 Mich. 15, 88 N. W. 67. A person who enters into a contract with a corporate officer or agent, knowing he is not acting for the corporation, cannot of course hold the corporation liable in contract. 10 CYC. 942; *Patten* v. *Climax Quick Tanning Co.*, 40 N. Y. App. Div. 607, 57 N. Y. Supp. 758. The rule is the same where the circumstances put one on inquiry. *Wheeler* v. *Home Savings Bank*, 188 Ill. 34, 58 N. E. 598, 80 Am. St. Rep. 161; *Moores* v. *Citizens' Bank*, 111 U. S. 156; *Wilson* v. *M. E. R. Co.*, 120 N. Y. 145. But persons contracting with such corporation are not bound to know of a by-law thereof limiting the apparent authority of suoh manager. *Standard Fashion Co.* v. *Seigel-Cooper Co.*, 44 N. Y. App. Div. 121, 60 N. Y. Supp. 739; *Barber* v. *Stromberg, supra.* The legitimate authority of a general manager, in the absence of known limitations, must depend largely upon the circumstances of each particular case and usually presents a question of fact for the jury. *Grand Rapids Elec. Co.* v. *Walsh Mfg. Co.*, 142 Mich. 4, 105 N. W. 1; *Colorado Springs Co.* v. *American Pub. Co.*, 97 Fed. 843, 38 C. C. A. 433.

CORPORATIONS—TRANSFER OF STOCK—RIGHTS OF AN ATTACHING CREDITOR AS AGAINST AN UNREGISTERED TRANSFEREE.—G, the owner of the stock in question, transferred it to F in satisfaction of a debt. Later C, another creditor of G, attached the stock, obtained judgment, and on execution became the purchaser of the stock. The stock was transferred on the books of the company to C before F had requested a transfer to him. The question arose as to which had the better title and consequently the right to vote the stock. *Held,* that the rights of F, the unregistered transferee, were superior to those of C, the attaching creditor. *Flostroy* v. *Wm. B. Corby Coal Co. et al.* (N. J. 1912) 85 Atl. 578.

On this question the courts are about evenly divided and it is impossible to reconcile the decisions. In 9 MICH. L. REV. 258 may be found a list of the states on each side of the question with a citation from each state. In support of the principal case probably the leading case is *Broadway Bank* v. *McElrath*, 13 N. J. Eq. 24, 2 WILGUS, CAS. 1663. The leading case holding the opposite view is *Fisher* v. *Essex Bank*, 5 Gray (Mass.) Rep. 373, 2 WILGUS, CAS. 1668. An interesting note containing many citations on both sides of the question may be found in 2 WILGUS, CAS. 1673. There is also an interesting article on the question in 9 COL. L. REV. 433.

CRIMINAL LAW—NUMBER OF CHALLENGES ALLOWED JOINT DEFENDANTS.—Three defendants were charged with the crime of perjury. Upon a joint trial one was acquitted. The two who were convicted appeal and allege as error that the three defendants were confined to the same number of peremptory challenges of jurors as if there had been but one defendant. The

statute provides that "the defendant" shall be entitled to six peremptory challenges. *Held,* that each of the three defendants was entitled to six peremptory challenges and that the court erred in ruling that defendants were entitled to a total of only six challenges. *State* v. *Stokley et al.* (Kan. 1912) 128 Pac. 189.

The question is largely one of statutory construction. The court holds in effect that the words of the statute "the defendant" really mean, as applied to this case, "each of the defendants." The decision is based on an earlier Kansas case, *State* v. *Durein,* 29 Kan. 688, in which the court said, "It is essential that the right of challenge be regarded and enforced as the personal right of each individual defendant." At common law it was usually held that in the case of persons tried jointly each might exercise the full number of challenges. *Smith* v. *State,* 57 Miss. 822. But in THOMPSON, TRIALS, §45, the modern rule is stated as follows: "It is now generally settled that when several persons are jointly indicted, they must join in their challenges, and cannot claim for each the number accorded by the common law or by statute, except in cases where the statute accords them this right, which it does in some jurisdictions, either in express terms or by reasonable interpretation." Whether a reasonable interpretation of the Kansas statute (GEN. STAT. 1909, §6774) gives each defendant the full number of challenges is the question raised by the decision in the principal case. Statutes providing that "each party" may challenge a certain number are usually construed as giving defendants jointly only the number to which each would be entitled upon a separate trial. 24 CYC. 359; *State* v. *Cady,* 80 Me. 413, 14 Atl. 940; *Peo.* v. *O'Laughlin,* 3 Utah 133, 1 Pac. 653; *State* v. *Sutton* 10 R. I. 159. In many of those states in which the matter has been regulated by the legislature, the statutes expressly require that joint defendants shall join in their challenges. THOMPSON & MERRIAM, JURIES, §162. U. S. COMP. STAT. 1901, §819 is to the same effect.

DEEDS—ACTS CONSTITUTING DELIVERY.—A party owning a tract of land wished to make a deed of it, but wanted it so arranged that the deed was not to operate till after his death. In pursuance of these instructions the scrivener prepared a warranty deed and gave it to the grantor; the latter then handed the deed to the grantee and he then immediately gave it to the scrivener to be kept in his custody till after the grantor's death when it was to be delivered to the grantee. *Held* there was a valid delivery so that a present interest passed to the grantee which could not be afterwards defeated by any change of mind on the part of the grantor. *Luscombe* v. *Peterson,* (Mich. 1912) 138 N. W. 1057.

A difficult question is always involved where the grantor wishes to postpone the complete effect of a deed till after his death. In such cases the grantor usually wishes to avoid a contest over his will, or as in the principal case, to save the expense of administration. It would appear that the object of the grantor could be accomplished by reserving a life estate to himself in the property conveyed. Cases in which the question usually arises are those in which the grantor himself retains possession of the deed, but with